



SOFTWARE SOLUTIONS LICENSE PROGRAM ACADEMIC RESEARCH ANNUAL SOFTWARE LICENSE AGREEMENT

This Academic Research Annual Software License Agreement (“Agreement”) permits you to install the National Instruments software contained on the accompanying Academic Software Solutions CD (the “NI Software”) on an unlimited number of computers used solely for academic research, teaching, and educational purposes in your department, college, or on a specific University campus depending on which Software Solutions License option you selected in the applicable purchase order submitted to National Instruments. This Agreement (together with the underlying license agreement(s) for the applicable NI Software) is your proof that you may install the NI Software on an unlimited number of computers within your campus, college, or department (as applicable) and provides the terms and conditions under which you may install the NI Software on such computers.

Your purchase order to National Instruments reflects one of the following Software Solutions Licenses:

Campus License

The Software Solutions *Campus* Research License (Part number 900777-18). The Campus License permits installation of the NI Software on all computers within a single University campus, but not an entire University system. Examples of single University campuses are the University of Texas at Austin, or the University of Texas at Dallas, Stanford University, and so forth.

College License

The Software Solutions *College* Research License (Part number 900777-17). The College License permits installation of the NI Software on all computers within a single college. A single college is defined as a collection of related departments. Examples of colleges are the College of Engineering, College of Natural Science and so forth.

Department License

The Software Solutions *Department* Research License (Part number 900777-16). The Department License permits installation of the NI Software on all computers within a single department. Examples of departments are a Physics Department, Electrical Engineering Department, Mechanical Engineering Department, and so forth.

The name of the applicable Campus, College, or Department is as set forth in your purchase order. This Agreement is an ANNUAL agreement, which will automatically terminate on its anniversary date unless it is renewed. It shall commence upon the day you receive the NI Software and terminate automatically twelve (12) months thereafter on the anniversary date of your receipt. The Agreement is renewable by you upon full payment (and receipt by National Instruments) of the applicable annual renewal fees on or before the annual anniversary date. You understand, however, that your organization has no right to the continued or any other ongoing use of the NI Software if you fail to make payment in full to National Instruments of the applicable license fee(s) on or before the annual anniversary date and that National Instruments may, upon termination of this Agreement, request that you delete all copies of the NI Software. Commencing on the third (3rd) anniversary date of your receipt of the NI Software and no more than once every three (3) years thereafter, National Instruments may adjust the applicable renewal fees upon notice to you; provided any such adjustment may not be retroactive.

Please provide us with the name and address of the individual who will serve as the central software administrator at your campus/college/department by completing the information in the space provided below (including inserting the approximate number of faculty members who will use the NI Software) and returning a copy of this document to us at the address listed below. You may at any time inform us in writing at the address below should you decide to designate another individual to serve as the central software administrator.

We continually enhance the NI Software by releasing new and improved versions. New and improved versions are included as part of your annual license fee(s) and will be provided to your central software administrator during normal distribution cycles which are during the spring and the fall.

The NI Software may be used for any academic research, teaching, or other educational purpose within the scope of the Software Solutions License selected by you under this Agreement. The NI Software shall not be used for any commercial purpose however. If your organization desires to license the NI Software for a commercial purpose or other purpose not permitted under the scope of this Agreement, you must enter into a separate license agreement with National Instruments and pay all applicable National Instruments license fees before engaging in such use.

NI permits you the right to distribute Virtual Instruments ("VI's") and related documentation that you create with the NI Software; provided such distribution is for academic purposes. Except for the foregoing limited distribution right, in no case may you distribute software deliverables created with the NI Software without the prior written approval of NI.

The terms and conditions of the license agreements which accompany the NI Software (the "Base Terms") are applicable to and govern your use of the NI Software. The terms and conditions of this Agreement, however, which permit the installation of the NI Software on an unlimited number of computers within the applicable campus, college, or campus (upon receipt by National Instruments of the corresponding license fee) supersede and modify only those terms and conditions in the Base Terms which:

(i) prohibit the making of multiple copies of the applicable NI Software and (ii) govern the distribution of VI's. If the Base Terms are not acceptable to your organization, then you may return the NI Software before installing it and request a full refund of the applicable license fees.

* Unless otherwise specified in writing, the NI Software may be installed on an unlimited number of computers with the applicable campus, college/faculty, or department.

COPYRIGHT © 2000 National Instruments Corporation. All Rights Reserved.

Your Central Software Administrator:

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Return completed copy to:

National Instruments Corporation
Attn: Carl Nybro, Academic Business Manager
11500 N. Mopac Expressway, Bldg. B
Austin, Texas 78759